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Doc#: 0418227013
Eugene "Gene" Moore Fee: \$34.50
Cook County Recorder of Deeds
Date: 06/30/2004 10:05 AM Pg: 1 of 6

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

PAUL RENNO
MIDLAND LOAN SERVICES, INC.
C/O PNC MULTIFAMILY FINANCE
100 PINE STREET, 16TH FLOOR
SAN FRANCISCO, CA 94111

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
PRAIRIE DISTRICT LOFTS L.P.

OR 1b. INDIVIDUAL'S LAST NAME

1c. MAILING ADDRESS
222 N. LASALLE STREET, #1414

CITY: **CHICAGO** STATE: **IL** POSTAL CODE: **60601** COUNTRY: **USA**

1d. **SEE INSTRUCTIONS** ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION: **LP** 1f. JURISDICTION OF ORGANIZATION: **ILLINOIS** 1g. ORGANIZATIONAL ID #, if any: **ILC006388** NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. **SEE INSTRUCTIONS** ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR(S)) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
MIDLAND LOAN SERVICES, INC.

OR 3b. INDIVIDUAL'S LAST NAME

3c. MAILING ADDRESS
10851 MASTIN, SUITE 300

CITY: **OVERLAND PARK** STATE: **KS** POSTAL CODE: **66210** COUNTRY: **USA**

4. This FINANCING STATEMENT covers the following collateral:

SEE ATTACHED EXHIBIT B

**Near North National Title Corp
222 North LaSalle Street
Chicago, Illinois 60601**

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA
COOK COUNTY RECORDER

01040859

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UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

OR	9a. ORGANIZATION'S NAME PRAIRIE DISTRICT LOFTS L.P.	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX
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10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

OR	11a. ORGANIZATION'S NAME	FIRST NAME	MIDDLE NAME	SUFFIX
	11b. INDIVIDUAL'S LAST NAME			
	11c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY
	11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION
				11g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

OR	12a. ORGANIZATION'S NAME SECRETARY OF HOUSING AND URBAN DEVELOPMENT, ITS SUCCESSORS AND/OR ASSIGNS	FIRST NAME	MIDDLE NAME	SUFFIX
	12b. INDIVIDUAL'S LAST NAME			
	12c. MAILING ADDRESS 77 W. JACKSON BLVD.		CITY CHICAGO	STATE POSTAL CODE COUNTRY IL 60604 USA

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing.

14. Description of real estate:

SEE ATTACHED EXHIBIT A

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.

- Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction — effective 30 years
 Filed in connection with a Public-Finance Transaction — effective 30 years

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**PRAIRIE DISTRICT LOFTS
CHICAGO, ILLINOIS
FHA PROJECT NO. 071-35753**

EXHIBIT A**PARCEL 1:**

THE SOUTH 200 FEET OF THE CONSOLIDATION OF LOT 22 (EXCEPT THE NORTH 10 1/3 FEET THEREOF) AND LOTS 23 AND 34 INCLUSIVE (EXCEPT THE WEST 34 FEET OF SAID LOTS CONVEYED TO THE CITY OF CHICAGO FOR WIDENING OF INDIANA AVENUE) IN THE SUBDIVISION OF EZRA L. SHERMAN OF LOTS 4, 5, AND 6, IN BLOCK 1 IN CLARKE'S ADDITION TO CHICAGO WITH LOT 1 IN BLOCK 1 AND THE WEST 1/2 OF BLOCK 2 IN THE ASSESSORS DIVISION OF THE 49.90 ACRES NEXT SOUTH OF AND ADJOINING CLARKE'S ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT FROM SAID PREMISES THE PORTION TAKEN OR USED FOR AN ALLEY) IN COOK COUNTY ILLINOIS.

PARCEL 2:

LOTS 35, 36, 37, 38, 39, 40, 41, 42 AND 43 IN E. L. SHERMAN'S SUBDIVISION OF LOTS 4, 5, AND 6 IN BLOCK 1 IN CLARK'S ADDITION TO CHICAGO WITH LOT 1 IN BLOCK 1 AND THE WEST 1/2 OF BLOCK 2 IN THE ASSESSOR'S DIVISION OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AS APPEARS IN BOOK 85 OF MAPS PAGE 109.

ALSO

ALL THAT STRIP OF LAND, IF ANY, LYING BETWEEN LOT 43 AFORESAID AND THE NORTH LINE OF 18TH STREET AS OCCUPIED ON SEPTEMBER 22, 1914 DATE OF DECREE IN CASE NUMBER 1677 IN CIRCUIT COURT OF COOK COUNTY, ILLINOIS.

PARCEL 3:

THE SOUTH 50 FEET OF LOTS 6, 7, 8 AND 9 TAKEN AS A TRACT, IN THE SUBDIVISION OF THE EAST 1/2 OF BLOCK 2 IN ASSESSOR'S DIVISION OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD DPRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

PERPETUAL RIGHT AND EASEMENT FOR THE BENEFIT OF PARCEL 2 AS CREATED BY THE CONVEYANCE FROM EASTMAN KODAK COMPANY, A CORPORATION OF NEW JERSEY, TO PROCESSING AND BOOKS, INCORPORATED, RECORDED JUNE 20, 1963 AS DOCUMENT 18831146 FOR INGRESS AND EGRESS BY PEDESTRIANS, TRUCKS AND VEHICLES ON THE WEST 50 FEET OF THE NORTH 50 FEET OF THE SOUTH 100 FEET OF LOTS 6, 7, 8 AND 9 TAKEN AS A TRACT IN THE SUBDIVISION OF THE EAST 1/2 OF BLOCK 2 IN ASSESSOR'S DIVISION OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD DPRINCIPAL MERIDIAN AND THE NORTH 56.66 FEET OF THE SOUTH 156.66 FEET OF THE WEST 17.25 FEET OF LOTS 4, 5, 6, 7, 8 AND 9 TAKEN AS A TRACT IN THE SUBDIVISION OF THE EAST 1/2 OF BLOCK 2 IN ASSESSOR'S DIVISION OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Street Address: 1727 S. Indiana Ave.
Chicago, IL 60616

Permanent Index Nos.:
17-22-303-005
17-22-303-006
17-22-303-007
17-22-303-027
17-22-303-029

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EXHIBIT B

DESCRIPTION OF COLLATERAL

All of the following, which may be located on the premises of, relate to, or be used in connection with, the acquisition, construction, repair, ownership, management or operation of North Center Senior Apartments, FHA Project No. 071-35753, located at 1727 S. Indiana, in the City of Chicago, County of Cook, in the State of Illinois (the "Project"), in which the Debtor has an interest now or hereafter existing or acquired:

1. All articles of personal property owned by the Debtor now or later attached or used on or about the property described on Exhibit A (the "Property") and intended for construction, reconstruction, alteration and/or repair of any building, structure or improvement now or hereafter erected or placed on the Property, all of which materials shall be deemed to be included within the Project immediately upon the delivery thereof to the Project.
2. All of the walks, fences, shrubbery, driveways, fixtures, machinery, apparatus, equipment, fittings, chattels, and other goods and other personal property of every kind and description whatsoever, now owned or hereafter acquired by the Debtor and attached to or contained in and used or usable in connection with any present or future operation of the Project, including, by way of example rather than of limitation, all lighting, laundry, incinerating and power equipment; all engines, boilers, machines, motors, furnaces, compressors and transformers; all generating equipment; all pumps, tanks, ducts, conduits, wire, switches, electrical equipment and fixtures, fans and switchboards; all telephone equipment (except that leased from a telephone company); all piping, tubing, plumbing equipment and fixtures; all heating, refrigeration, air-conditioning, cooling, ventilating, sprinkling, water, power and communications equipment, systems and apparatus; all water coolers and water heaters; all fire prevention, alarm, and extinguishing systems and apparatus; all cleaning equipment; all lift, elevator and escalator equipment and apparatus; all partitions, shades, blinds, awnings, screens, screen doors, storm windows, storm doors, exterior and interior signs, gas fixtures, stoves, ovens, refrigerators, garbage disposals, dishwashers, microwaves, cabinets, mirrors, mantles, floor coverings, carpets, rugs, draperies and other furnishings and furniture installed or used or usable in the operation of any part of the Project or facilities erected or to be erected in or upon the Property; and every renewal or replacement thereof or articles in substitution therefore, whether or not the same are now or hereafter attached to the Property in any manner (it being agreed by the parties to the Security Agreement and any Financing Statement executed by the Debtor in favor of the Secured Party in order to create, perfect, preserve, continue or otherwise validate the security interest of the Secured Party in the Collateral therein described that all personal property owned by the Debtor and placed by it on the Property shall, so far as permitted by law, be deemed to be affixed to the Property, appropriated to its use, and covered by the Mortgage, the Security Agreement and/or any Financing Statement, as applicable.)
3. All of the Debtor's right, title and interest in and to any and all judgments, awards of damages (including, but not limited to severance and consequential damages, payments, proceeds, settlements or other compensation (collectively, the "Awards") heretofore or hereafter made with respect to the Property as a result of, in connection with, or in lieu of: (i) any taking of the Property or any part thereof by the exercise of the power of condemnation or eminent domain, or the police power; (ii) any change or alteration of the grade of any street; or (iii) any other injury or decrease in the value of the Property (including but not limited to destruction or decrease in the

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value by fire or other casualty); all of which Awards, rights thereto and shares therein are hereby assigned to the Secured Party, who is hereby authorized to collect and receive the proceeds thereof and to give receipts and acquittances therefor and to apply, at its option, the net proceeds thereof, after deducting expenses of collection as a credit upon any portion, as selected by the Secured Party, of the indebtedness secured hereby.

4. All of the Debtor's right, title and interest in any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same from any and all insurance policies covering the Project and the Property, or any portion thereof, or any of the other property described herein.
5. The interest of the Debtor in all of the rents, royalties, issues, profits, revenues, income, charges, and other benefits of the Project and the Property, or arising from the use or enjoyment of all or any portion thereof, or from any lease or agreement pertaining thereto, and all rights, title and interest of the Debtor in and to, and remedies under, all contract rights, accounts receivable and general intangibles arising out of or in connection with any and all leases and subleases of the Project and the Property, or any part thereof, and of the other property described herein, or any part thereof, both now in existence or hereafter entered into, together with all proceeds (cash and non-cash) thereof; and including, without limitation, all cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder.
6. All of the Debtor's rights, options, powers and privileges in and to (but not the Debtor's obligations and burdens under) any construction contract, architectural and engineering agreements and management contracts pertaining to the construction, development, ownership, operation, equipping and management of the Project and the Property and all of the Debtor's right, title and interest in and to (but not the Debtor's obligations and burdens under) all architectural, engineering and similar plans, specifications, drawings, reports, surveys, plats, permits and the like, contracts for construction, operation and maintenance of, or provision of services to, the Project and the Property or any of the other property described herein, and all sewer taps and allocations, and other papers and records now or hereafter used in the construction, reconstruction, alteration, repair or operation of the Project, agreements for utilities, bonds and the like, all relating to the Project and the Property.
7. All of the records and books of account now or hereafter maintained by or on behalf of the Debtor in connection with the Project.
8. All names now or hereafter used in connection with the Project and the goodwill associated therewith.
9. All intangible personal property, accounts (as that term is defined in Article 9, Uniform Commercial Code-Secured Transactions, of the Illinois Uniform Commercial Code, 805 ILCS 5/1-101 et. seq.), licenses, permits, instruments, charges, contract rights, and chattel paper of the Debtor, including but not limited to cash, accounts receivable, bank accounts, deposit accounts, certificates of deposits, securities, promissory notes, letters of credit, insurance proceeds, condemnation rights, deposits, judgments, liens, causes of action, warranties and guaranties, rents, rights (if any) to amounts held in escrow, and rights (if any) to amounts in that certain reserve fund for replacements created under the HUD Regulatory Agreement.
10. The interest of the Debtor in any cash escrow fund and in any and all funds, securities, instruments, documents and other property which are at any time paid to, deposited with, under

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the control of, or in the possession of the Secured Party, or any of its agents, branches, affiliates, correspondents or others acting on its behalf, which rights shall be in addition to any right of set-off or right of lien that the Secured Party may otherwise enjoy under applicable law, regardless of whether the same arose out of or relates in any way, whether directly or indirectly, to the Project located upon the Property.

11. The interest of the Debtor in any and all funds created or established and held by any trustee pursuant to any indenture of trust or similar instrument authorizing the issuance of bonds or notes for the purpose of financing the Project located upon the Property.
12. Any collateral provided by the Debtor for its account to each and every issuer of a letter of credit, subject to the prior claim of the issuer of any such letter of credit to such collateral.
13. All inventory, including raw materials, components, work-in-progress, finished merchandise and packing and shipping materials.
14. The interest of the Debtor, as lessee, in any and all of the above which may be leased by the Debtor from others.
15. All major movable equipment located on the property and used in connection with the Project together with all substitutions, replacements, additions, attachments, accessories, component parts and accretions to the foregoing property.
16. Any of the above which may become fixtures by virtue of attachment to the Property.
17. Any of the above arising or acquired by the Debtor or to which the Debtor may have a legal or beneficial interest in on the date hereof and at any time in the future.
18. All proceeds, products, returns, additions, accessions and substitutions of and to any or all of the above.